the difference between ordinary chattels and money. A depositor in a bank loses title to the money, but a depositor of chattels in a warehouse or grain in an elevator retains the title.

JUDGMENTS — OPERATION AS BAR TO OTHER ACTIONS — DAMAGE TO PERSON AND PROPERTY CAUSED BY ONE NEGLIGENT ACT. — The plaintiff, while riding in his wagon, was run into by the defendant's trolley car and injured personally. His horse and wagon were also damaged, for which he recovered judgment. *Held*, that this bars an action for the personal injuries. *Ochs* v. *Public Service Ry. Co.*, 77 Atl. 533 (N. J., Sup. Ct.). See NOTES, p. 492.

PLEADING — DAMAGE TO PERSON AND PROPERTY BY ONE NEGLIGENT ACT AS ONE CAUSE OF ACTION. — The plaintiff sued to recover damages for personal injuries and damage to his horse and buggy, both sustained in a collision caused by the defendant's negligence. The defendant moved to state separately the alleged causes of action. *Held*, that there was but one cause of action stated. *Bilikan* v. *Columbus Railway and Light Co.*, 20 Oh. Dec. 609 (Ohio, Franklin Common Pleas). See NOTES, p. 492.

PLEADING — THEORY OF THE PLEADING. — The plaintiff in his complaint set forth a cause of action for negligence and then sought to amend so as to recover under a statute. *Held*, that he may do so. *Birt* v. *Southern R. Co.*, 69 S. E. 233 (S. C.). See NOTES, p. 480.

POLICE POWER — NATURE AND EXTENT — PROHIBITION OF PICKETING. — The plaintiff was arrested for violation of an ordinance making it a misdemeanor to picket for the purpose of intimidating, threatening, and coercing employees. He petitioned for a writ of *habeas corpus*. *Held*, that the writ should be denied as the statute is constitutional. *Ex parte Williams*, 111 Pac. 1035 (Cal., Sup. Ct.).

According to this case a man can commit a peaceable act of picketing not partaking of the character of a nuisance and be guilty of a criminal offense. Yet the decision seems sound, for within the police power there may be forbidden a fringe of acts harmless in themselves, without violation of the Fourteenth Amendment. Where a remedial act is broader in its scope than is absolutely essential for the public welfare it will not be overthrown, if a general uniformity is thereby attained which is necessary for its effectual administration. *Compagnie Française de Navigation à Vapeur* v. *Louisiana State Board of Health*, 186 U. S. 380.

RECEIVERS — LIABILITY FOR RECEIVERSHIP EXPENSES — FUNDS INSUFFICIENT. — The plaintiff was appointed a receiver in an action for the dissolution of a partnership. In carrying on the business he incurred expenses which the assets were insufficient to satisfy, and he therefore claimed reimbursement from the original parties. *Held*, that he cannot recover. *Boehm* v. *Goodall*, [1911] 1 Ch. 155.

A receiver is an officer of the court, appointed by it, and responsible to it alone. *In re Flowers & Co.*, [1897] 1 Q. B. 14. He is not an agent of the company and may be personally liable on the contracts he makes. *Burt, Boulton, & Hayward* v. *Bull*, [1895] 1 Q. B. 276. And the executory obligations of a corporation do not descend upon him unless he elects to assume them. *Central Trust Co.* v. *East Tennessee Land Co.*, 79 Fed. 19. His management is so distinct that liens exercisable against the company are not enforceable against him. *Whinney* v. *Moss Steamship Co.*, [1910] 2 K. B. 813. Hence the basis of the principal decision is the injustice in charging the receiver's expenses upon those having no control over him. A similar result is reached by some American courts. *Atlantic Trust Co.* v. *Chapman*, 208 U. S. 360. But others place the

loss on the original parties. *Knickerbocker* v. *McKindley Coal & Mining Co.*, 67 Ill. App. 291. So the directors of a corporation may look to the shareholders for reimbursement. *Ex parte Chippendale*, 4 De G. M. & G. 19. Such is also the rule between trustee and *cestui que trust*. *Hardoon* v. *Belilios*, [1901] A. C. 118. It is submitted that the true basis of the receiver's right is quasi-contractual, for money paid to the use of the parties, the recovery depending on the necessity and expediency of his acts. On this ground the decisions could also be reconciled.

RECORDING AND REGISTRY LAWS — WHAT CONSTITUTES RECORDING — WRONG INITIAL OF MORTGAGOR'S MIDDLE NAME FATAL TO NOTICE. — W. N. McDonald executed a chattel mortgage, signing it "W. H. McDonald." *Held*, that the recording of this mortgage was not constructive notice to a subsequent *bonâ fide* purchaser from W. N. McDonald. *First National Bank of Opp* v. *Hacoda Mercantile Co.*, 53 So. 802 (Ala.).

A misunderstanding of the phrase "A man cannot have two names of baptism" has led to a strange confusion of reasoning in many of the modern cases. *Cf. Nolan* v. *Taylor*, 131 Mo. 224; *Franklin* v. *Talmadge*, 5 Johns. (N. Y.) 84. The old common law recognized no *alias* of a person's Christian name. BROOKE, ABR., "Misnomer," 2, 4; CO. LIT. 3 a; *Fermor* v. *Dorrington*, Cro. Eliz. 222; *Rex* v. *Newman*, 1 Ld. Raym. 562. The conception was simply that at baptism a person received once and for all the Christian name or names, and any subsequent addition or substitution could not be a name "of baptism." See VINER'S ABR., "Misnomer," C. 6, pl. 5, 6. It may even be doubted whether the rule was as strict as this. See *Bearbrook* v. *Read*, 1 Brownl. & G. 47; *Walden* v. *Holman*, 6 Mod. 115; BACON'S LAW TRACTS 106. But there is no authority for the frequently repeated statement that the old common law did not recognize a person's middle Christian name. Hence, in any legal situation, where a person's name is of importance, it should first be recognized that his exact name does include the middle Christian name. *Commonwealth* v. *Perkins*, 18 Mass. 388; *Bowen* v. *Mulford*, 10 N. J. L. 230. But if the identity can be otherwise satisfactorily determined, it may be unnecessary to require that the exact name be used. See *Commonwealth* v. *Shearman*, 65 Mass. 546. However, taking into consideration the purpose of recording statutes, and the absence, apart from the record, of means of identifying the parties, the principal case seems clearly right and is supported by the weight of authority. *Crouse* v. *Murphy*, 140 Pa. St. 335; *Johnson* v. *Wilson & Co.*, 137 Ala. 468. *Contra*, *Fincher* v. *Hanegan*, 59 Ark. 151; *Geller* v. *Hoyt*, 7 How. Pr. (N. Y.) 265.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST ACT — CONSPIRACY A CONTINUING OFFENSE. — The defendants were indicted for a conspiracy in restraint of trade in violation of the Sherman Act. Their plea of the Statute of Limitations put in issue whether or not a conspiracy is a continuing offense. *Held*, that a conspiracy is a continuing offense. *United States* v. *Kissel*, U. S. Sup. Ct., Dec. 12, 1910.

The question of what constitutes a conspiracy has frequently come up under a federal statute making a conspiracy to defraud the government and an overt act in accordance therewith an indictable offense. U. S. REV. STAT., 1878, § 5440. Several decisions have held that the conspiracy is merely the agreement to defraud, so that if the limitation period has elapsed since the commission of an overt act in accordance with this agreement the defendants can no longer be indicted, though they have committed subsequent overt acts. *United States* v. *Owen*, 32 Fed. 534; *United States* v. *McCord*, 72 Fed. 159. Other cases hold that a conspiracy is a continuing offense, consequently an indictment is maintainable if any overt act has been committed within the statutory period. *United States* v. *Bradford*, 148 Fed. 413; *United States* v.